

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

WOODMEN OF THE WORLD,	)	
LODGE NO. 1,	)	
	)	
Plaintiff,	)	
vs.	)	NO. CIV-11-0759-HE
	)	
WOODMEN OF THE WORLD LIFE	)	
INSURANCE SOCIETY/OMAHA	)	
WOODMEN LIFE INSURANCE	)	
SOCIETY, ET AL.,	)	
	)	
Defendants.	)	

**ORDER**

Plaintiff asserts claims against defendant Allied World Assurance Company (“Allied World”) for breach of contract and breach of an insurer’s duty of good faith and fair dealing. Allied World has filed a motion for summary judgment on the basis that plaintiff is not its insured that it cannot, therefore, be liable for either claim. [Doc. #36]. Plaintiff has not responded.

Summary judgment is appropriate when the moving party demonstrates there is no genuine dispute of material fact and it is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). In order to prevail on either its breach of contract or “bad faith” tort claim, plaintiff must prove that it was Allied World’s insured. *See generally* Brown v. Patel, 157 P.3d 117, 121 (Okla. 2007) (stating the tort of bad faith is generally premised on the breach of an insurance contract). Allied World has attached a copy of the subject insurance contract to its motion. The undisputed facts demonstrate there is no insurer-insured relationship between plaintiff and defendant Allied World. Therefore, Allied World’s motion for summary

judgment [Doc. #36] is **GRANTED**. As there are no remaining claims against any party, judgment will be entered contemporaneously with this order. Fed. R. Civ. P. 58(a).

**IT IS SO ORDERED.**

Dated this 27th day of January, 2012.



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JOE HEATON  
UNITED STATES DISTRICT JUDGE